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|  | | |  | Clinical/INTERNSHIP/EXTERNSHIP Wavier of Liability of Risk and Indemnity Agreement Health Career Solutions | |
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| WAIVER **Waiver**: In consideration of being a visitor/student and/or guess in the medical programs offered at Health Career Solutions, clinical sites, internship sites, externship sites (Hereinafter “Activity”), I, for myself, my heir, agent, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Board of Health Career Solutions of Michigan, its officers, employees, contractors, representatives, or your selected clinical site, externship site, internship site and agents (collectively, the “School”) from liability from any and all medical claims, including the **negligence of The Board and the School,** resulting in personal injury, accidental or illness (including death), and property loss arising from, but not limited to activity.  **Assumption of Risk:** Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks include, but are not limited to, (1) minor injuries such scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attack, exposure to blood and body fluid, concussions, and (3) catastrophic injuries including paralysis and death.  **I, have read, understand, initialed, and/or answered** yes to the Potential Hazards in Health Career Solutions Clinical Areas, Approved Internship/externship sites information sheet attached hereto, describing the potential; risks and dangers associated with visitors/students/guests, and the Rules for Guest/Students/Visitors Working in/with the Health Career Clinical and Laboratories. I fully understand that there are potential risks and hazards associated with exposure to biological, hazardous material, and chemical hazard or substances.  **I have read the following paragraph and I know, understand, and appreciate** these and other risks that are inherent in the Activity. I hereby assert that my participation in that Activity is voluntary and I freely accept and assume all associated risks and hazards. **I expressly agree and understand** that I may suffer injury, illness, or even death from my participation in the Activity. **I also agree and understand** that my visit/or guest status may be suspended at any time, at the discretion of the School if my safety and/or the safety of others become a concern.  **Indemnification and Hold Harmless:** I hereby agree to indemnify and hold harmless The Board and the School from any an all liability and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I may have for any loss, illness, personal injury, death, or property damage arising out of, connection with, or in any manner pertaining to Activity, weather caused by negligence of The Board or the School or otherwise. **I further hereby agree to defend, indemnify and hold harmless** The Board and the School from any judgement, settlement, loss, liability, damage, or costs, including court cost, hospitalization fees, and attorney fees that The Board and the School may incur.  **Acknowledgement of Understanding:** In signing/marking/answering yes to this waiver of liability, assumption of risk, and indemnity agreement, I acknowledge and represent that I have read and understand it and that I sign/answer freely and voluntarily and for full and adequate consideration, fully intended to be bound by same. **I further acknowledge and represent that I understand that I am giving up substantial rights, including my right to sue**. I expressly agree and understand that this waiver of liability, assumption of risk, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of Michigan, by which it shall be governed and interpreted.  **Severability:** I expressly agree that in the event that any clause or provision I this waiver of liability, jurisdiction, and invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement, which shall continue to be enforceable.  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Visitor/Student Printed Name of Visitor/Student  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Area Visiting Dates of Visit  Shateria Boone, RN, BSN  Program Coordinator | |
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